

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 2**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: November 13, 2012
- b. Owner: St. John the Baptist Parish Government
- c. Engineer: Digital Engineering and Imaging, Inc.
- d. Project: Administration and Management of the Louisiana Department of Health and Hospitals Drinking Water Loan Fund Project

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:

Prepare a System Improvement Plan Amendment to add the Ultraviolet Disinfection Project to the Louisiana Department of Health and Hospitals Loan Program. Tasks include presenting the proposed project details, a compliance evaluation, an economic evaluation and an environmental effects evaluation.

Provide additional loan administration and program management services for the Ultraviolet Disinfection Project and the 2010 Municipal Bond Funded Portion of the Mississippi River Waterline Crossing Project.

Finalize and secure temporary right of way for construction of the Mississippi River Waterline Crossing Project.

- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

System Improvement Plan Amendment Document to complete required environmental review of Mississippi River Waterline Crossing Project. (Includes preparation of document and addressing comments from LDHH on the document) - \$4,323.75

Additional Loan Administration will include, but is not limited to, managing and processing loan paperwork, and preparing reimbursement loan payments. This will include a not-to-exceed amount of \$22,587.00 which is (1.5% of additional \$559,600 loan funding and 2014 Municipal Bond Funding for the UV Disinfection Project and additional \$946,190 of 2010 Municipal Bond Funding for the Mississippi River Waterline Crossing Project).

Additional Program Management will include attending meetings with LDHH, attending meetings with St. John the Baptist Parish, and quality control review of design plans and specifications and bidding documents for compliance with loan requirements. This will include a not-to-exceed amount of \$22,587.00 which is (1.5% of additional \$559,600 loan funding and 2014 Municipal Bond Funding for the UV Disinfection Project and additional \$946,190 of 2010 Municipal Bond Funding for the Mississippi River Waterline Crossing Project).

Additional beyond original scope of work services to secure and process and secure the right of way temporary servitude property to construct the Mississippi River Waterline Crossing Project. - \$7,700.00

3. Agreement Summary (reference only)
- |                                     |                     |
|-------------------------------------|---------------------|
| a. Original Agreement amount:       | <u>\$299,000.00</u> |
| b. Net change for prior amendments: | <u>\$25,356.22</u>  |
| c. This amendment amount:           | <u>\$57,197.75</u>  |
| d. Adjusted Agreement amount:       | <u>\$381,553.97</u> |

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

Natalie Robottom

By: Natalie Robottom

Title: Parish President

Date  
Signed:

7/1/15

ENGINEER:

THMP

By: Thomas P. Hickey

Title: President

Date Signed:

6/24/15

# Labor Detail

Digital Engineering & Imaging, Inc.

Transactions for 1/1/2014 through 4/1/2015

	Date	Regular Hours	Ovt Hrs	Total Hours	Regular Billing	Tot. Ovt Billing	Total Billing
<b>Project Number: B1021153.00 Admin. &amp; Management of LDHH Drinking Wat</b>							
<b>Task Number: 30 System Improvement Plan Amendment</b>							
0037	9/9/2014	2.00		2.00	350.00		350.00
amendment review							
0037	9/16/2014	.50		.50	87.50		87.50
* 0117	8/25/2014	1.00		1.00	140.00		140.00
SIP Addendum							
* 0117	8/26/2014	1.00		1.00	140.00		140.00
SIP Addendum							
0117	9/15/2014	1.50		1.50	210.00		210.00
* 0126	8/25/2014	.75		.75	71.25		71.25
Meeting to discuss assigned task, amendment 1 for system improvement plan for St. John Parish to include UV system.							
* 0126	8/26/2014	8.25		8.25	783.75		783.75
work on amendment 1 for system improvement plan for St. John Parish to include UV system.							
* 0126	8/29/2014	1.00		1.00	95.00		95.00
work on amendment 1 for system improvement plan for St. John Parish to include UV system.							
0126	9/2/2014	8.50		8.50	807.50		807.50
0126	9/5/2014	3.00		3.00	285.00		285.00
0126	9/8/2014	2.00		2.00	190.00		190.00
Work on amendment to SIP							
0126	9/9/2014	2.25		2.25	213.75		213.75
Work on amendment to SIP							
0126	9/10/2014	3.00		3.00	285.00		285.00
Work on amendment to SIP							
0126	9/11/2014	3.50		3.50	332.50		332.50
Work on amendment to SIP							
0126	9/12/2014	1.00		1.00	95.00		95.00
Work on amendment to SIP							
0126	9/15/2014	1.50		1.50	142.50		142.50
Make revisions to amendment							
0126	9/16/2014	1.00		1.00	95.00		95.00
Make revisions to amendment							
<b>Total for 30</b>		<b>41.75</b>		<b>41.75</b>	<b>4,323.75</b>		<b>4,323.75</b>

# Project Detail

Friday, April 17, 2015

8:48:53 AM

Digital Engineering & Imaging, Inc.

Job-to-Date through 4/30/2015

Estimate Overhead		Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
Project Number: B1021153.00 Admin. & Management of LDHH Drinking Wat							
Principal:	Kurt Evans	Percent Compl:		Compensation:		324,356.22	
Project Manager:	Robert Delaune	Labor Pct Compl:		Consultant Fee:			
Company:	St. John the Baptist Parish	Expense Pct Compl:		Reimburs Allow:			
Organization:	01	Start Date:					
Status:	Active	Est Compl Date:					
Type:	Regular						
Task Number: 25 Miss River Crossing							
Principal:	Kurt Evans	Percent Compl:		Compensation:			
Project Manager:	Robert Delaune	Labor Pct Compl:		Consultant Fee:			
Company:	St. John the Baptist Parish	Expense Pct Compl:		Reimburs Allow:			
Organization:	01	Start Date:		Budgeted OH Rate:			
Status:	Active	Est Compl Date:		Multiplier/Amount:			
Type:	Regular			Revenue Method:	B		
F	0037 Delaune, Robert	8/1/2014	2.00	2.00	115.40	115.40	350.00
F	0037 Delaune, Robert	8/5/2014	1.00	1.00	57.70	57.70	175.00
F	0037 Delaune, Robert	8/6/2014	.50	.50	28.85	28.85	87.50
F	0037 Delaune, Robert	8/8/2014	2.50	2.50	144.25	144.25	437.50
F	0037 Delaune, Robert	8/21/2014	3.00	3.00	173.10	173.10	525.00
ROW Meeting							
F	0037 Delaune, Robert	9/3/2014	1.50	1.50	86.55	86.55	262.50
bid documentation, ROW							
F	0037 Delaune, Robert	9/5/2014	2.00	2.00	115.40	115.40	350.00
bid award, ROW, wetland mitigation							
F	0037 Delaune, Robert	9/8/2014	3.50	3.50	201.95	201.95	612.50
bid documents, row meeting, mitigation							
F	0037 Delaune, Robert	9/9/2014	1.00	1.00	57.70	57.70	175.00
ROW information							
F	0037 Delaune, Robert	9/11/2014	1.00	1.00	57.70	57.70	175.00
ROW Documents							
F	0037 Delaune, Robert	9/15/2014	1.00	1.00	57.70	57.70	175.00
ROW documents							
F	0037 Delaune, Robert	9/16/2014	2.50	2.50	144.25	144.25	437.50
ROW docs, wetland mitigation							
F	0037 Delaune, Robert	9/17/2014	.50	.50	28.85	28.85	87.50
ROW signatures							
F	0037 Delaune, Robert	9/18/2014	.50	.50	28.85	28.85	87.50
ROW documentation							
F	0037 Delaune, Robert	9/22/2014	1.50	1.50	86.55	86.55	262.50
row and wetland mitigation							
F	0037 Delaune, Robert	9/23/2014	1.00	1.00	57.70	57.70	175.00
ROW documentation							
F	0037 Delaune, Robert	9/24/2014	3.50	3.50	201.95	201.95	612.50
Wetland Mitigation, Progress meeting, ROW							
F	0037 Delaune, Robert	9/29/2014	.50	.50	28.85	28.85	87.50
row							
F	0037 Delaune, Robert	10/1/2014	1.50	1.50	86.55	86.55	262.50
row							
F	0037 Delaune, Robert	10/2/2014	.50	.50	28.85	28.85	87.50
row							
F	0037 Delaune, Robert	10/7/2014	.50	.50	28.85	28.85	87.50
row							
F	0037 Delaune, Robert	10/14/2014	.50	.50	28.85	28.85	87.50
ROW							
F	0037 Delaune, Robert	10/24/2014	.50	.50	28.85	28.85	87.50
row documents							
F	0037 Delaune, Robert	10/28/2014	1.00	1.00	57.70	57.70	175.00
row documents							
F	0037 Delaune, Robert	10/29/2014	2.00	2.00	115.40	115.40	350.00
ROW documentation meeting with Billy Oregan							
F	0037 Delaune, Robert	11/12/2014	2.00	2.00	115.40	115.40	350.00
contract documents, row documents							
F	0037 Delaune, Robert	11/13/2014	2.00	2.00	115.40	115.40	350.00
row documents and disbursements							
F	0037 Delaune, Robert	11/18/2014	1.00	1.00	57.70	57.70	175.00
ROW payment coordination							
F	0037 Delaune, Robert	12/2/2014	2.00	2.00	115.40	115.40	350.00
Servitude Grant Payment Letters							
F	0037 Delaune, Robert	12/8/2014	1.00	1.00	57.70	57.70	175.00
ROW letters							
F	0037 Delaune, Robert	12/9/2014	.50	.50	28.85	28.85	87.50
row information							
Totals:			44.00	44.00	2,538.80	2,538.80	7,700.00



## ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

*June 24<sup>th</sup>, 2015*

*Division A*  
Lucien J. Gauff, III  
670 W. 2nd Street  
LaPlace, LA 70068  
Cell 504-222-4585

*Division B*  
Jaclyn Hotard  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Office 985-652-1702

*District I*  
Art Smith  
192 E. 12th Street  
Edgard, LA 70049  
Cell 985-379-6028

*District II*  
Ranney Wilson  
820 Garyville Northern  
Garyville, LA 70051  
Cell 985-379-6285

*District III*  
Lennix Madere, Jr.  
P.O. Box 2617  
Reserve, LA 70084  
Cell 985-379-6188

*District IV*  
Marvin Perrilloux  
2108 Golfview  
LaPlace, LA 70068  
Cell 985-379-6168

*District V*  
Michael P. Wright  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-717-3936

*District VI*  
Larry Snyder  
1936 Cambridge Drive  
LaPlace, LA 70068  
Cell 985-379-6061

*District VII*  
Cheryl Millet  
1925 Ridgefield Drive  
LaPlace, LA 70068  
Cell 985-296-6046

**Natalie Robottom, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1801 W. Airline Hwy.**  
**LaPlace, LA 70068**

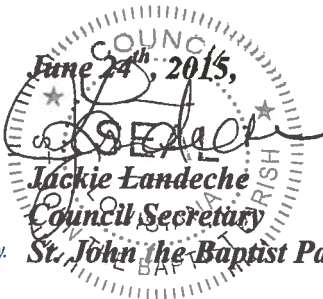
**Dear Mrs. Robottom:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, June 23<sup>rd</sup>, 2015.**

**"Councilwoman Hotard moved and Councilman Perrilloux seconded the motion to grant administration authorization to execute Amendment No. 2 with Digital Engineering, Inc. for Administration and Management of the Louisiana Department of Health and Hospitals Drinking Water Loan Fund Project. The motion passed unanimously."**

### **CERTIFICATION**

**I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 23<sup>rd</sup> day of June, 2015.**



**St. John the Baptist Parish Council**

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 1**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: November 13, 2012
- b. Owner: St. John the Baptist Parish Government
- c. Engineer: Digital Engineering and Imaging, Inc.
- d. Project: Administration and Management of the Louisiana Department of Health and Hospitals Drinking Water Loan Fund Project

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:

Prepare a supplemental Environmental Information Document (EID) to obtain environmental clearance through St. John the Baptist Parish's LDHH Loan for the Mississippi River Waterline Crossing Project. Tasks include preparation of the supplemental EID, conducting a public hearing, addressing LDHH comments, and coordination with LDHH on the Finding of No Significant Impact environmental determination.

- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Supplemental Environmental Information Document (Includes preparation of document, scheduling and conducting the public hearing, and addressing comments from LDHH) - \$25,201.22

Court Reporter (Required for verbatim transcript of public hearing) - \$125.00

LA. Dept. of Wildlife and Fisheries Env. Review Fee - \$30.00

5. Agreement Summary (reference only)

a. Original Agreement amount:	<u>\$299,000.00</u>
b. Net change for prior amendments:	<u>\$0</u>
c. This amendment amount:	<u>\$25,356.22</u>
d. Adjusted Agreement amount:	<u>\$324,356.22</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 2-25-14.

OWNER:

ENGINEER:

Natalie Robottom

Thomas P. Hickey

By: Natalie Robottom

By: Thomas P. Hickey

Title: Parish President

Title: President

Date

Date Signed:

Signed: 3-7-14

3/5/14



## ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

**February 26<sup>th</sup>, 2014**

*Division A*  
Lucien J. Gauff, III  
670 W. 2nd Street  
LaPlace, LA 70068  
Cell 504-222-4585

*Division B*  
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1805 W. Airline Hwy.  
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Cell 985-379-6168

*District V*  
Michael P. Wright  
16 Windsor Court  
LaPlace, LA 70068  
Cell 504-717-3936

*District VI*  
Larry Snyder  
1936 Cambridge Drive  
LaPlace, LA 70068  
Cell 985-379-6061

*District VII*  
Cheryl Millet  
1925 Ridgely Drive  
LaPlace, LA 70068  
Cell 985-296-6046

**Natalie Robottom, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1801 W. Airline Hwy.**  
**LaPlace, LA 70068**

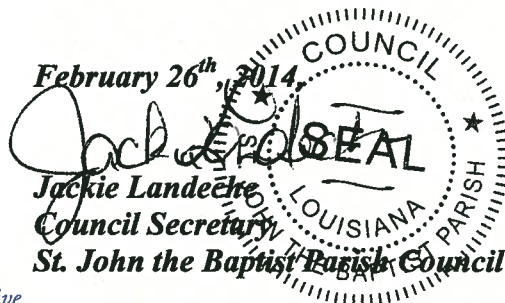
**Dear Mrs. Robottom:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, February 25<sup>th</sup>, 2014.**

**"Councilman Gauff moved and Councilman Smith seconded the motion to grant administration authorization to amend the contract with Digital Engineering and Imaging Inc. for Supplemental Environmental Information Documentation for the Mississippi River Waterline Crossing Project. The motion passed with Councilwomen Hotard and Millet absent."**

### CERTIFICATION

**I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 25<sup>th</sup> day of February, 2014.**

**February 26<sup>th</sup>, 2014**  
  
**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**





# ST. JOHN

## THE BAPTIST PARISH

**Natalie Robottom**  
Parish President

*Office of the Parish President*

### **AGREEMENT TO TERMINATE CURRENT AGREEMENT AND ENTER INTO A NEW CONTRACTUAL RELATIONSHIP**

This Agreement is made and effective on the date first written below, by and between St. John the Baptist Parish, a political subdivision of this State of Louisiana, with its address at 1805 West Airline Highway, LaPlace, Louisiana 70068 (hereinafter "SJB") and Digital Engineering & Imaging, Inc., a Louisiana Corporation doing business at 527 West Esplanade Avenue, Suite 200 Kenner, Louisiana 70065 (hereinafter "Digital").

#### **RECITALS:**

A. The parties entered into a contract titled "Standard Form of Agreement Between Owner and Engineer for Professional Services" signed by Thomas P. Hickey on September 6, 2012, and then by Natalie Robottom on October 26, 2012, regarding the LDHH Drinking Water Loan (hereinafter "Agreement").

B. The Agreement was required to meet the program requirements of the Drinking Water Revolving Loan Fund program requirement, as administered by the Louisiana Department of Health and Hospitals (herein "LDHH").

C. Following execution of the Agreement, it was determined by LDHH that said Agreement did not cover all program requirements; therefore, the contract needed to be changed to address the program requirements.

D. The parties have negotiated a revised contract and wish to terminate Agreement and enter into another contractual relationship setting out the necessary terms needed to meet the LDHH program requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to terminate the Agreement and enter into an new contractual relationship.

1. **Termination.** That SJB and Digital mutually understand and agree that the above-referenced Agreement is to be terminated as of the date first written below.
2. **Waiver of Notice.** It is agreed that the provisions in Agreement regarding notice, if any, are specifically waived by the parties.
3. **Agreement to Execute.** It is agreed that the parties will execute a LDHH compliant document pertinent to the requirement of the Drinking Water Revolving Loan Fund as required and accepted by LDHH.

#### 4. Miscellaneous Provisions.

A. *Entire Agreement.* This agreement shall constitute the entire termination agreement between the parties on the issues set forth herein and shall supersede any and all agreements between the parties regarding the issues prior to the date hereof. This agreement may be modified or amended only by a writing signed by both parties.

B. *Headings.* The article headings of this agreement are for reference and convenience only and shall not modify or amend this agreement.

C. *Counterparts.* This agreement may be executed in multiple counterparts. A facsimile or digitally scanned copy of an executed original document shall have the same legal force and effect as an original document and shall be admissible as an original document.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first below written.

Saint John the Baptist Parish

Digital Engineering & Imaging, Inc.

Natalie Robottom

Thomas P. Hickey

By: Natalie Robottom  
Parish President  
1801 West Airline Highway  
LaPlace, Louisiana 70068

By: Thomas P. Hickey, P.E.  
President  
527 West Esplanade Avenue, Suite 200  
Kenner, Louisiana 70065

Date: November 13, 2012

Date: November 8, 2012

WITNESS: Randy S. Vincent

WITNESS: Robert Delaune

Printed Name: Randy S. Vincent

Printed Name: Robert Delaune

Please sign  
and  
date

Vercell Fiffie